

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSAL (RFP)**

Issue Date: May 12, 2008 RFP# DOE 2008-06

Title: Evaluation of Virginia Department of Education's Pilot Programs for Response to Intervention

Issuing Agency: Commonwealth of Virginia
Department of Education
Procurement Office
101 North 14th Street, 21st Floor
Richmond, Virginia 23219

Initial Period of Contract: From September 1, 2008 through October 31, 2010

Sealed proposals will be received until 2 PM, June 10, 2008, for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to:
Timothy.Moore@doe.virginia.gov or by phone at 804-225-3375.

IF MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: Timothy W. Moore, Associate Director for Procurement, Department of Education, 101 North 14th Street, 21st Floor, Richmond, Virginia, 23219. Proposals must be delivered to the Procurement Office prior to the date and time shown above.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

OFFEROR Information:

| | |
|----------------------|----------------------|
| _____ | Date: _____ |
| _____ | By: _____ |
| _____ | (Signature in Ink) |
| _____ | Name: _____ |
| _____ Zip Code _____ | (Please Print) |
| FEI/FIN NO. _____ | Title: _____ |
| E-mail: _____ | Phone: () _____ |
| | Fax: () _____ |

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

An optional preproposal teleconference will be held on May 27, 2008, at 2 PM. See Section VII for details.

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I. PURPOSE

The Virginia Department of Education (VDOE) is seeking sealed proposals from qualified academic research and educational consultants to establish a contract through competitive negotiation for the purchase of evaluation services for an educational initiative, “Response to Intervention.” The contractor shall conduct a high quality mixed-methods evaluation, with a significant investment in qualitative data collection and analyses. The analyses should result in materials that can help the state and school divisions implement Response to Intervention (RtI) models with fidelity that are of benefit to students. The products of the evaluation and associated reports should include objective analyses, defensible conclusions, and actionable recommendations to support and improve RtI implementation at the state, division and school levels. The VDOE is interested in contracting with contractors with experience using quantitative and qualitative methods to identify promising (and less promising) practices associated with implementing RtI in Virginia.

II. BACKGROUND

RtI is the practice of using data to guide high-quality instruction and behavioral interventions matched to student need, monitoring progress frequently to make decisions about changes in instruction or goals, and applying child response data to make critical educational decisions. The primary purposes of RtI are the identification and prevention of potential learning problems as well as providing additional support for targeted individual needs. Implementation of RtI requires the following essential components:

1. Universal screening of children
2. Tiered instructional and behavioral intervention and student support; and
3. Progress monitoring.

In addition to including the three essential components of RtI, successful implementation of RtI requires commitment at the school division and school level, including teachers, specialists, administrators, and paraprofessionals. Prior to implementing an RtI framework, a school, school division, or both should evaluate the organization’s current needs relative to leadership, teaming, curriculum, screening, and professional development. Successful and sustained implementation of RtI will be dependent upon central administration’s commitment and support. To successfully implement RtI, school divisions must navigate three developmental phases: consensus building, development of an infrastructure, and implementation (adapted from NASDSE Webinar, December, 2006). At the school level, the principal must be the primary leader of the program, and the school and division must incorporate parent outreach, so that parents understand and support the program.

RtI Pilot Initiative in Virginia

The VDOE has spent the past two years establishing a systematic approach to implementing RtI in Virginia’s school divisions. The program is designed to build and extend upon existing state regulations including the Standards of Quality, Standards of Accreditation, and the Standards of Learning; as well as existing programs, such as the Early Identification Reading Initiative (EIRI) and Virginia’s implementation of the federal *Reading First* program, both of which provide universal screening and additional instructional support in reading to children in grades kindergarten through Grade 3.

In February 2008, the VDOE invited local school divisions to apply for participation in the RtI program as pilot sites. The initial roll-out of RtI in Virginia is intentionally small, will include up to 16 elementary schools from up to eight school divisions, and will include RtI models focused on reading and mathematics interventions. The names and locations of the 16 schools will be provided at the

preproposal teleconference. The purpose of the pilot program is to help school divisions implement the RtI process and to identify promising practices to share with school divisions statewide as RtI is implemented more broadly throughout the state. As part of the pilot program, the VDOE will provide funding for the technology and software needed for RtI data collection, training, and ongoing technical assistance in each pilot division.

III. STATEMENT OF NEEDS

The VDOE intends to award a two-year contract to evaluate the implementation of its RtI pilot program. **For the first year, the contractor shall:**

1. Describe the work that school divisions and schools conducted to prepare to implement the RtI model.
2. Evaluate the professional development opportunities offered by the VDOE, including such characteristics as the timing, quality, and structure of these opportunities.
3. Identify emerging themes regarding planning and training for RtI; identify promising practices for RtI planning and training, and specify the conditions under which such practices are most likely to be successful.
4. Identify emerging themes that offer insights on what practices did not work for implementing RtI in Virginia, and the conditions under which such practices were problematic.
5. Implement a communications and coordination plan for working collaboratively with the schools divisions, schools, and the VDOE.

The second year of the evaluation shall include:

6. Expansion of initial findings for the above.
7. Examination of the fidelity with which the RtI models are implemented, and feedback to participants on how to improve their own self-monitoring to increase fidelity.¹
8. Provision of preliminary evidence of program effectiveness through the use of student outcomes.
9. In conjunction with the VDOE, establishment of a data collection and analysis system that will enable the VDOE to conduct a longitudinal study of the impact of RtI on student outcomes. This work will involve defining the evaluation methodology and establishing the infrastructure that enables the VDOE to identify appropriate treatment and control groups of students, schools, and districts that could be included in a longitudinal study of the impact of RtI beyond the timeframe of the two- to three-year contract anticipated to be awarded under this RFP.
10. Recommendations that support increased participation in, and successful implementation of, RtI in Virginia's public schools.

1. To meet this goal, the VDOE recommends that the contractor define implementation as the extent to which each component of the model is used (Desimone, 2002), ensuring that both fidelity of structure and fidelity of process are included (O'Donnell, 2008). Fidelity measures should capture within- and between- school variation.

Deliverables

The VDOE anticipates that the evaluation will rely on various research methods to answer key questions needed to effectively scale-up RtI across the Commonwealth and determine the impact of RtI on student outcomes. The Contractor shall be expected to use the most appropriate methods to answer critical questions, and prepare the deliverables below. As well, the VDOE expects the contractor to describe any variables conditions that the analyses suggest interact with outcomes.

1. **Planning for RtI:** The contractor shall prepare two reports describing and analyzing the state, division- and school-level planning that took place prior to and during RtI implementation. The contractor shall provide a descriptive progress report and a final analytic report from the RtI planning process. At a minimum, the reports shall:
 - a. Provide a description of the planning activities conducted prior to and during the early stages of RtI implementation, including the following points:
 - i. A description of planning activities taking place at the local level.
 - ii. The timing of planning activities.
 - iii. Staff representation during planning activities.
 - iv. Outcomes of planning activities.
 - v. An analysis of whether there were a core or common set of planning activities, including an analysis of whether these took place on a common time trajectories.
 - vi. A description of any unique but high impact planning activities that other School divisions might want to replicate.
 - b. Propose a framework for a planning or guidance document that can help guide other districts implement RtI.

Timeframe for Completion: Progress report: December 2008.
Final report: August 2009.

2. **Organizational, business process, and infrastructure requirements for implementing RtI.**
The contractor shall prepare a report describing the organizational structure, key business processes, and non-personnel infrastructure used to implement RtI in Virginia. At a minimum, the report shall answer each of the following questions:
 - a. How were districts and schools organized before and after planning for and beginning the implementation of RtI? What are the common themes in organization, and what components of the organizational structures varied across pilot sites?
 - b. What were the critical business processes used to implement RtI?
 - c. How do current state- and division-level programs and initiatives impact the implementation of RtI? Examples include:
 - i. Early Intervention Reading Initiative (EIRI) and the use of the Phonological Awareness Literacy Screening (PALS);
 - ii. Virginia's Reading First program
 - iii. Instructional Support Teams
 - iv. Benchmark assessments
 - v. Curriculum-based assessments
 - d. What promising practices can be gleaned from the pilot sites for organizational management, business processes, and staff requirements at the school and district level

to support RtI? Were there fundamental requirements that needed to be in place prior to implementing the RtI model?

- e. What new financial resources or reorganization of financial resources were utilized to achieve desired staff and management structures?
- f. What non-personnel resources were required to implement RtI? How did districts acquire these resources?

Timeframe for Completion: Progress report due July 2009; final information will be integrated into the final report which shall be due on October 15, 2010.

3. **Training and professional development.** The contractor shall prepare several short reports, one for each of the VDOE-provided trainings in support of RtI. These reports are expected to provide the VDOE with immediate feedback from the training session that can be used to develop or improve subsequent trainings for RtI pilot sites. The contractor shall also prepare and deliver annual reports to the VDOE that summarize training opportunities from the previous year, overall findings relating to the training program as a whole, make recommendations for improving the training for future cohorts implementing RtI in Virginia, and make recommendations for additional training that DOE can provide for the cohort of pilot sites.

The evaluations of training and professional development opportunities offered by the VDOE should include recommendations for improving the professional development opportunities the state can offer as RtI implementation expands. The evaluations must cover each of the following characteristics:

- a. Timing and time allocated
- b. Quality
- c. Structure
- d. Venue

The contractor shall include plans to describe and analyze additional training and professional development opportunities provided at the local level as part of the implementation work of the school divisions. This work may be incorporated into other deliverables that are more focused on school division planning and implementation. Results of such analyses must be incorporated into the Training and Professional Development reports as appropriate. For example, it is possible that results from a pilot-wide needs analysis, or a post-hoc analysis of actual training provided at the local level would inform the VDOE of near-universal training needs for RtI implementation.

Timeframe for completion: Reports from individual training opportunities provided by the VDOE must be submitted within 30 days of the training opportunity. Summary reports focused on the VDOE's overall training program must be submitted in October 2009 and October 2010.

4. **Implementation of RtI.** The contractor shall document the approach of defining and measuring fidelity of implementation of Virginia's RtI model. The contractor shall provide *a priori* a definition of critical structural and process components of fidelity of RtI implementation, and establish the evaluation methodology required to measure these components. Through the evaluation methodology, the contractor shall begin to validate the essential components of Virginia's RtI model, and make recommendations to refine the critical structural and process components of the intervention model. The contractor shall develop and begin to validate tools that support schools' and school divisions' ability to self-monitor their fidelity to the program. As well, the contractor should focus on identifying key factors that lead to successful implementation, including characteristics of screening and progress monitoring tools, the use of

data to drive instruction and placement decisions, and professional development opportunities. The final report shall answer the following questions:

- a. Were the RtI models implemented with fidelity (structural and process)?
- b. How did the schools/districts monitor and improve fidelity throughout implementation?
- c. Did the teachers receive sufficient training to implement the models with fidelity?
- d. What promising practices emerged in relation to increasing fidelity of implementation?
- e. What conditions are necessary to gain a minimum level of fidelity?
- f. Were there differences in fidelity associated with “problem solving models” and “standard protocol” models of implementation?
- g. What were the defining characteristics of critical tools used to support RtI, including the universal screening and progress monitoring tools, and primary technology used during implementation?

Timeframe for Completion:

Progress report 1: January 2009

Progress report 2: September 2009

Final results: integrate into final report (see deliverable # 6).

5. **Student outcomes.** The contractor shall provide a report that provides preliminary evidence of the impact of RtI on student outcomes. The report must be based on the most rigorous scientific methodology available and at minimum, address the following:
 - a. What do the preliminary data suggest about Virginia’s RtI implementation in terms of student outcomes, including student achievement and special education identification rates?
 - b. Are there differences between outcomes associated with “problem solving models” and “standard protocol” models of implementing RtI?
 - c. How does fidelity of implementation relate to student outcomes?
 - d. Are there emerging trends in implementation that appear to promote a more effective RtI program in terms of student outcomes?
 - e. Recommendations for continued data collection for localities and the VDOE to evaluate the effectiveness of RtI over time (i.e., using a longitudinal study design).

In addition to evaluating the impact of the pilot program on student outcomes, the contractor shall work collaboratively with VDOE to establish methodology and data system capacity to enable the VDOE to conduct a longitudinal study of the impact of RtI on student outcomes. This will require the contractor to: 1) define the key evaluation questions; 2) specify the most rigorous scientific methodology available to answer these questions; and 3) work with the VDOE to establish the infrastructure to enable the VDOE to identify appropriate treatment and control groups of students, schools, and districts that could be included in a longitudinal study of the impact of RtI. The purpose of this work is to establish the infrastructure to enable the VDOE to study the impact of RtI on student outcomes beyond the timeframe of the two- to three-year contract anticipated to be awarded under this request. Preliminary outcomes analyses should be conducted and results included in the final evaluation report (see deliverable #6).

Timeframe for completion:

August 2008: Brief report to define methods and key data elements

This report is required to ensure the pilot sites collect data necessary to support the outcomes evaluation from the beginning of the initiative.

Final results: Integrate into final report (see deliverable #6).

Other updates as needed: This aspect of the contract may require additional information on an ongoing basis to support infrastructure development.

6. **Final report.** The final report shall include a review and synthesis of the work conducted during the course of the project. The final report must integrate results from final analyses to provide a comprehensive report on the evaluation of RtI implementation. The final report shall identify key strengths of the RtI models implemented locally and challenges faced at the state and local level. The report shall document where there appear to be fundamental practices, procedures, or conditions (e.g., grade levels; membership in the leadership teams; curriculum, instructional, and assessment tools; resources available) that must take place for RtI to be successful, as well as any practices, procedures or conditions that appear to be significant barriers to implementation. The final report shall provide the best available evidence of the impact of RtI on student outcomes. The final report shall also provide specific and actionable recommendations to the VDOE, school divisions, and schools that are likely to increase the chances that as Virginia scales-up RtI at the local level, the models are implemented with fidelity and to the benefit of students. Recommendations must be grounded in the evidence collected and analyzed during the course of the study.

The VDOE anticipates that new questions will arise during the course of the pilot initiative. As such, the VDOE expects the contractor to work collaboratively with the VDOE to increase the relevance of information provided in the final report throughout the contract. It will be critical that the contract result in a report that answers relevant questions that will be critical to a successful scale-up of RtI models in Virginia public schools.

Research Methods

In proposing an evaluation, the VDOE requests offerors to provide a theoretical framework for the evaluation as a whole. The framework should account for the three essential components of RtI implementation, the three developmental phases of RtI implementation, and other relevant information determined by the literature on RtI, business process analysis, implementation research, and evaluation methodology. The contractor shall apply the following methodologies, to be incorporated as part of the evaluation:

1. Business process analysis;
2. Implementation research; and
3. Rigorous scientific evaluation with appropriate comparison groups.

Described below is the rationale for using each methodology. It's anticipated that deliverables prepared under the contract award will require the integration of data and analyses from multiple research methods.

Business process analyses

Business process analyses should be used to describe, analyze, and make recommendations to improve the organizational and operational practices that the VDOE, school divisions and schools use to meet their goals through the RtL model. The evaluation should use methods from business process analysis to describe organizational and operational practices; resource and support requirements, including personnel and non-personnel requirements; and time cycle analysis of key process-related activities (e.g., training and professional development; regularly scheduled meetings; site visits; etc.). The analyses should be used to identify promising business and operational practices that can be used in other schools and localities as RtI is scaled-up throughout Virginia. As well, the analyses should provide information on less successful practices applied during the RtI pilot implementation.

Implementation research

The contractor shall incorporate methods from implementation research to illuminate promising implementation practices. Virginia's RtI model was developed as a framework that can be implemented across the diverse school divisions and schools in Virginia. Each school division and individual school has access to different resources, both in terms of personnel and financial resources. As well, schools serve different populations and are part of diverse communities. As such, implementation will necessarily vary across schools. Recognizing the overlap between business process analyses and implementation research, it is believed that details of the implementation—such as a preliminary evaluation of specific screening and progress monitoring tools; use of data in the classroom to drive instructional decisions; and evaluation of the fidelity to which RtI was implemented—can be successfully studied using models from the implementation literature.

Rigorous scientific evaluation

A requirement of the contracted work will be to define rigorous scientific evaluation methods that can be used to conduct a longitudinal study to assess the impact of RtI in Virginia on student outcomes. The contractor shall be expected to work with the VDOE to ensure that the VDOE builds and sustains the technological infrastructure required to conduct a longitudinal evaluation of the impact of RtI on student outcomes as the model is used in more schools throughout Virginia. Successful applicants will demonstrate a track record of successful rigorous scientific evaluation, including the acceptance of results in peer-reviewed journals. As well, the proposal should include sufficient personnel resources to work with diverse VDOE staff (e.g., content-area specialists; researchers; and information technology experts) to help the VDOE establish the infrastructure necessary to conduct a longitudinal scientifically-defensible evaluation of student outcomes associated with RtI over time.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the issuing agency. In addition, a copy of the complete proposal must be submitted on CD. If sections of the proposal are marked as proprietary, a second CD with the proprietary sections deleted must also be submitted and identified as the “redacted version”. No other distribution of the proposal shall be made by the Offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the contractors are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material are submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the VDOE may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. A written narrative statement to include:
 - a. Experience in providing the services described herein. Describe at least three similar research projects. Provide contact names and phone numbers of individuals that can provide references.
 - b. Names, qualifications and experience of personnel to be assigned to the project. The proposal should include sufficient personnel resources to work with diverse VDOE staff (e.g., content-area specialists; researchers; and information technology experts) to help the VDOE establish the infrastructure necessary to conduct a longitudinal scientifically-defensible evaluation of student outcomes associated with RtI over time. Please provide resumes of staff to be assigned to the project.
 - c. Provide a theoretical framework for the evaluation as a whole. The framework should account for the three essential components of RtI implementation, the three developmental phases of RtI implementation, and other relevant information determined by the literature on RtI, business process analysis, implementation research, and evaluation methodology. Proposals should include preliminary recommendations for the research methods that may be considered to evaluate RtI over time in Virginia, and how data from the pilot sites can be used for this evaluation.
 - d. Describe the communications plan that will be used throughout the course of the engagement with school divisions and with the VDOE to include specific requests for data.
 - e. The proposal shall include a theoretical basis for the defined construct of fidelity, and the rationale for the alignment between the fidelity measures and the RtI model.
 - f. Submittal of a writing sample representing an Executive Summary of research/evaluation findings, not more than five pages.
3. Proposed total cost, which must include a detailed budget for the two year period that needs to include the number of hours for each phase, hourly rates of all staff, travel expenses, etc, along with a proposed payment plan.
4. Small Business Subcontracting Plan – Summarize the planned utilization of VDOE of Minority Business Enterprise (DMBE)-certified small which include businesses owned by women and minorities, when they have received DMBE businesses small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms. Complete Attachment A.

For a list of certified small businesses, please go to the DMBE web site at www.dmbv.virginia.gov. Follow the “SWaM Vendors Search” link on the left hand side of the page. On the SWaM Vendors Search page you will be able to search for specific vendors by name or do a general search under a general description such as “printing”.

V. EVALUATION AND AWARD CRITERIA:

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the VDOE using the following criteria:

| CRITERIA | POINT VALUE |
|--|------------------------|
| Organization's qualification, experience, and depth of expertise | |
| Qualifications, experience, and size of the staff | |
| Proposed theoretical framework | |
| Description and quality of research methods | |
| Quality of communications plan | |
| Proposed Theoretical Basis | |
| Quality of writing sample | |
| Cost | |
| Participation of small businesses in the program | |
| Total | 100 |

- B. **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. See the Scope of Work.
- B. **SMALL BUSINESS SUBCONTRACTING PLAN:** The Contractor shall deliver to the VDOE each month a report substantiating compliance in accordance with the small business subcontracting plan (see Attachment B). When such business has been subcontracted to these firms, the Contractor agrees to furnish the purchasing office at a minimum, the following information: name of firm, phone number, total dollar amount subcontracted, proof of payment (invoice, etc.) category type (small; small and women-owned; or small and minority-owned), and type of product/service provided, at the frequency required in the contract. Payments under the contract may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

- VII. PREPROPOSAL TELECONFERENCE:** An optional teleconference will be held on May 27, 2008, at 2 PM. The purpose of this teleconference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Please contact Tim Moore at timothy.moore@doe.virginia.gov for instructions on how to dial into the teleconference.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a Small, Women- or Minority-owned Business (SWAM) procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The

Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance

or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. The Vendor Transaction Fee is:
 - (i) Department of Minority Business Enterprise (DMBE)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the VDOE will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

| | | |
|------------------------|-------------------|-------|
| _____ | _____ | _____ |
| Name of Bidder/Offeror | Due Date | Time |
| _____ | _____ | _____ |
| Street or Box Number | IFB No. / RFP No. | |
| _____ | _____ | _____ |
| City, State, Zip Code | IFB/RFP Title | |

Name of Contract/Purchase Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- E. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.

(a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.

- (b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- IX. METHOD OF PAYMENT:** The Contractor shall submit a detailed invoice as prescribed in the negotiated payment plan. Payment will be made within 30 after receipt of an approved invoice.
- X. COST PROPOSAL:** Offerors are required to submit a detailed budget for the two year period that needs to include the number of hours for each phase, hourly rates of all staff, travel expenses, etc, along with a proposed payment plan.
- XI. ATTACHMENTS:**

A: Small Business Subcontracting Plan

Attachment A
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subContractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

| Small Business Name & Address DMBE Certificate # | Status if Small Business is also: Women (W), Minority (M) | Contact Person, Telephone & Email | Type of Goods and/or Services | Planned Involvement During Initial Period of the Contract | Planned Contract Dollars During Initial Period of the Contract |
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